

COFFEY LAW FIRM

PROFESSIONAL CORPORATION

125 NORTH BUCHANAN

P.O. BOX 247

EDWARDSVILLE, ILLINOIS

62025-0247

JOHN W. McCRACKEN

(618) 656-2244 Ext. 26

FACSIMILE (618) 656-1307

johnmccracken@midwestlawfirm.com

July 11, 2003

Mr. Randy Clemmons
Senior Attorney
Legal & Regulatory Affairs Department, A-20
Illinois Power Company
500 South 27th Street
Decatur, IL 62521

RE: Stonebridge Subdivision, Edwardsville, Illinois

Dear Mr. Clemmons:

This letter addresses the status of two of the outstanding issues involving my client Mr. William Shaw and the Stonebridge subdivision in Edwardsville, Illinois.

The first regards the Illinois Power's easement across the Stonebridge subdivision property. In our conversations, you suggested a Modification Agreement be executed to clarify both the size of the easement and the permitted uses in and around the easement. Specifically, before you prepared the draft Modification Agreement, you asked if Mr. Shaw was agreeable to a 40' wide easement (20' on each side of the center line). Mr. Shaw is concerned about the location of anchors and "guy wires" for the utility poles and how far the easement would need to be extended beyond its proposed 40' width for each such anchor and "guy wire". Mr. Shaw has asked I obtain from you a drawing (hand-written is fine) showing the proposed easement and the extensions for each anchor and guy wire. Also, Mr. Shaw asked me to obtain an explanation of how Illinois Power arrived at the easement width of 40'. Please provide me your response to these items.

The second issue involves the utility extensions for the Stonebridge subdivision. As you suggested, I reviewed Title 83, Section 410.410 of the Illinois Administrative Code dealing with extensions of electric utilities. Under paragraph b)1), Illinois Power is required to extend the power line without charge upon written request for service, subject only to a cost limitation equivalent to the cost of 250 feet of single-phase overhead line. The exact language is "the entity shall extend its line without charge" (emphasis added). I understand Mr. Shaw has made written request of Illinois Power but has not received the free utility extension. Further, paragraph c)1) states that if the cost for the line extension is greater than the portion provided free, then Illinois Power "shall make the line extension" upon the agreement by the applicant to deposit an amount equal to the cost above the free limits. The Administrative Code does not require the actual deposit prior to the extension, but requires the extension to be constructed upon the agreement to make the deposit.

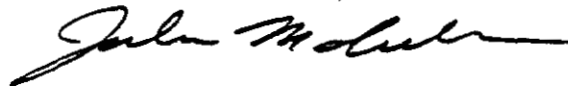
EXHIBIT

D

Mr. Shaw is very upset with the lack of progress made regarding all of the outstanding issues. As you may recall, Mr. Shaw agreed to provide an irrevocable letter of credit to Illinois Power to pay his share for the utility extension in the Stonebridge subdivision. Illinois Power would not agree to accept the irrevocable letter of credit. Mr. Shaw is now again offering an irrevocable letter of credit to pay his portion of the utility extensions. Under the Illinois Administrative Code, Mr. Shaw's agreement to provide the irrevocable letter of credit should initiate Illinois Power's construction of the requested utility extension.

I have been directed by Mr. Shaw to file a complaint with the Illinois Commerce Commission unless by July 25, 2003, Illinois Power agrees to accept the irrevocable letter of credit and begin work on the requested utility extensions in the Stonebridge subdivision. The complaint will allege that Illinois Power is exceeding its authority under the Illinois Administrative Code and has used what Mr. Shaw describes as "extortious methods" against him. Please let me know when we can expect the utility extension work to begin and be completed.

Very respectfully,

A handwritten signature in cursive script, appearing to read "John McCracken".

John McCracken

cc: Mr. William Shaw